**JEVINGTON VILLAGE HALL**

**HIRE AGREEMENT**

**PARTIES**

(1) Jevington Village Hall, represented by its management committee.

(2) The Hirer - The person or organisation named in clause 2.3.

**AGREED** as follows:

1. Throughout this Agreement:

• Jevington Village Hall is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s Management Committee, employees, volunteers, agents and invitees.

• the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees

• where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Authorised Representative or, if the Authorised Representative is not available, any of our Management Committee Members.

**2.** In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1.

This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any).

**2.1** **Date(s) required:**

Specific Date or Day of the Week:

Single Use/Monthly/Weekly

Time required (Hours) From: To:

**2.2 Jevington Village Hall**

(a) Authorised Representative

Address

Telephone Numbers:

**2.3** **Hirer:**

(a) Name

(b) Organisation:

(c) Authorised Representative:

Address

Telephone Numbers & Email:

Is this a commercial hire? Yes / No

**2.4 Hire Fee**

1. Hire Fee:

 **-** The basic hire charge for the hall is set at **£18.00** per hour (reviewed annually).

 - A special rate of **£12.00** an hour is available for residents of Willingdon and Jevington Parish Council.

- Other (for which a block booking of time, payment in advance and a special returnable deposit will be required). For example:

* Commercial 1 day: £300 (12 hours)
* Weddings Parish: £576 (48 hours at £12 an hour)
* Weddings non-Parish: £864 (48 hours at £18 hour)

**The trustees at their discretion can request a returnable deposit.**If required, you must pay on demand as a deposit at least one third of the cost of the booking at the time you sign this Agreement. You must pay “the Balance” of the booking fee on or before the conclusion of the event for which you hire the premises.

1. Deposit required:
2. Special Deposit (if required):

We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

(d) The balance shall be payable on or before the conclusion of the event for which the premises are hired. Commercial hirings and weddings will require full payment in advance of the hire.

*The Village Hall is held on strict trust which requires the Management Committee to ensure that the hall is administered in accordance with the trust. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days’ notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.”*

**2.5** **Premises required:**

Main Hall 5

Whole of Hall including kitchen 5

**2.6** **Purpose/description of hiring:**

**Purpose of Hire …………………………………………………………………………..**

**a)** Will tickets be sold for your event? Yes / No

**b)** Is food to be provided at the event? Yes / No

**c)** Is alcohol to be provided at the event? Yes / No

**d)** Will there be exhibition of a film? Yes / No

**e**) Will live music be performed or recorded music played? Yes / No

**3.** You agree not to exceed the maximum permitted number of people (100) including the

organisers/performers

4. You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with the terms of clause 4, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

**5.** You agree to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

**6.** We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under any relevant Licences or that we deem necessary, form part of the terms of this Agreement unless we and you agree otherwise in writing.

**7.** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

**STANDARD CONDITIONS OF HIRE**

**1.** **RIGHT TO REFUSE.** The Committee or the Chairperson acting on their behalf **reserve t**he right to refuse any application received for hire of the hall, without assigning any reason. The period of hire is strictly that agreed with the Booking Clerk and must not be exceeded. It is the responsibility of those hiring the hall (hereinafter call the HIRER) to make known these rules to all persons participating in the activities for which the hall has been hired. **All functions are to finish by 11.00 p.m.**

**2. SAFEGUARDING –** It is the responsibility of any organisation who wishes to use the hall for activities which might involve vulnerable users, in particular children, young people and vulnerable adults, to have appropriate safeguarding policies and event supervision arrangements in place. Confirmation of the hirer’s policy being in place must be given when booking the hall. The safeguarding policy for Jevington Village Hall will be made available to all adults who book the hall for any activities, via the hiring book in the Hall.

**3. You will be invoiced and payment** **is requested by BACS – details shown on the invoice**.

All breakages and damage must be paid for. The hire times must include the setting up and clearing up.The caretaker will open up the hall and leave the keys in the main hall. When you have finished could you lock up and put the keys in the box adjacent to the front door of the hall.

**4. CAR PARKING -There is no car park attached to the Hall. All cars belonging to persons attending the hall will be parked in the village at their own risk.**

5**. ALCOHOL -** No alcoholic drinks are permitted to be sold or consumed on the premises without permission from the Committee - notify the Booking Clerk and she will seek permission from the Committee for you. If you are selling alcohol it is the responsibility of the Hirer to obtain any Event Notices/Licences from Wealden District Council/Police – an additional approved signed copy must be sent to the Bookings Clerk for forwarding to the Committee for their approval. Hirers must be aware of their obligations under the Licensing Act 2003 to ensure that alcohol is not sold to those under the age of 18.

6**. BETTING, GAMING & LOTTERIES -** Nothing shall be done on or in the premises in contravention of the law relating to betting, gaming & lotteries. The hirer shall be responsible for seeing that the requirements of the relevant legislation are strictly observed.

**7. PUBLIC ENTERTAINMENT -** It is the responsibility of the hirer to obtain any necessary licenses. No children may be permitted to films when they are below the age of classification for the film or show. No unlicensed gambling or entertainment of an adult or sexual nature shall be permitted on the premises.

**8. SAFETY & SECURITY -**Nothing shall be done that might invalidate our cover under the insurance policy – a copy of which is on display in the hall. Fire appliances must be kept in place and used for no other purpose, and no obstructions must be placed in exits. The Hirer needs to check whether they need insurance for the event that they are holding. If there is an accident whilst taking part in their activities e.g. falling from a bouncy castle; tripping over wires to speakers and injuries whilst taking part in such things as Yoga, this will not be covered by our insurance. The Hirer should carry out a risk assessment to ensure that the village hall is fit for purpose. Jevington Village Hall is covered by its own **Public Liability Insurance**. However, there are some exceptions to this cover. If you require further information, please contact Jevington Village Hall’s Booking Clerk.

**9. SMOKING -** Smoking is not permitted in any part of the building.

**10. HEATERS - *The heaters will be turned off in the summer. If heat is required switch them on but remember to switch off before you leave.***

**11. PRIOR TO LEAVING -**The HIRER will check before leaving the premises that:

• All heaters have been turned off.

• All electric lights have been switched off.

• All windows are shut and doors locked and bolted.

**12. USE OF EQUIPMENT – please make sure that:**

• After use all equipment is cleaned, dried and returned to its allocated place.

• Tables and chairs are not dragged across the floors.

**13. CLEANING -** All users are expected to leave the hall in a clean condition; otherwise an additional charge will be made. **The cleaning materials are stored in the cupboard by the entrance door.**

**14. DISPOSAL OF WASTE - Please remove all waste and rubbish and take away from premises**. The Hall does not have a commercial rubbish removing contract.

**15. NO NUISANCE TO LOCAL RESIDENTS WILL BE TOLERATED**

* Excessive levels of noise is prohibited.
* Fireworks are prohibited.
* Excessive noise created by children outside the hall is unacceptable; parents or guardians must ensure that this does not happen.
* Users of the hall will arrive and depart with the minimum of noise.
* Functions will finish by 11p.m. (unless prior approval has been granted by the Committee)
* Please consider local residents when leaving the premises.
* No candles.
* No foodstuffs to be left on site. Any infestations caused by a hirer’s disregard of this will be charge to the hirer.
* No equipment to be left on site.
* No food for commercial sale to be cooked on site.
* Proof of Insurance ust be produced if requested.

**Please sign the accompanying Declaration of Agreement of Standard Conditions of Hire and return by email if convenient to:**

**Or by post to:**

**The Booking Clerk –**

**Please note that the booking will not be considered as confirmed until the signed agreement is returned to the booking clerk. For regular users a single signed copy will be held on file.**

**JEVINGTON VILLAGE HALL**

**DECLARATION OF AGREEMENT TO THE STANDARD CONDITIONS OF HIRE**

Please Print Name:

I………………………………………………………………………………………………….

on behalf of

(Name of group/organisation)

…………………………………………………………………………………….

declare that I have read the Jevington Village Hall Standard Conditions of Hire and agree that I will ensure that I/my group/organisation will accept and comply with these conditions. I also understand that the conditions are in line with Government guidelines, advice, and instructions at the time of booking with regard Covid19. This advice may change, and I confirm that I will ensure that I abide by any change of instructions in force on the day of hire, whether by the Government or by Jevington Village Hall.

If you have completed your own risk assessment, please forward a copy to the Booking Clerk

SIGNATURE: ………………………………………

DATE : ………………………………………